



Iowa Department of Public Health
Promoting and Protecting the Health of Iowans

Gerd W. Clabaugh, MPA
Director

Terry E. Branstad
Governor

Kim Reynolds
Lt. Governor

CONTRACT #:5886AO##

PROJECT TITLE: Special Supplemental Nutrition
Program for Women, Infants and Children (WIC)
FUNDING SOURCE OF IDPH:

FEDERAL: \$0

STATE: \$0

OTHER:\$0

FEDERAL CATALOG #: 10.557

MATCH REQUIRED: YES ☐ NO ☐ NA ☐

FFATA REPORT REQUIRED YES ☐ NO ☐

IOWA CODE CHAPTER 8F DESIGNATION:

- ☐ This contract is covered by Iowa Code chapter 8F
- ☐ This contract is NOT covered by Iowa Code chapter 8F
- ☐ At the time of execution, this contract is NOT covered by Iowa Code chapter 8F, but if the Contractor executes additional contracts with the Department, the aggregate of which exceed \$ 500,000, the contract may be covered

The Contractor agrees to perform the work and to provide the services described in the Special conditions for the consideration stated herein. The duties, rights and obligations of the parties to this contract shall be governed by the Contract Documents, which include the Special Conditions, General Conditions, Request for Proposal and Application.

The Contractor has reviewed and agrees to the General Conditions effective May 1, 2014 as posted on the Department's Web site under *Funding Opportunities*: www.idph.state.ia.us or as available by contacting Bruce Brown at telephone (515) 281-7094. The contractor specifies no changes have been made to the Special Conditions or General Conditions.

The parties hereto have executed this contract on the day and year last specified below.

For and on behalf of the Department:

By: _____

Brenda Dobson, MS, RDN, LD
Interim Director, Division of Health Promotion and Chronic
Disease Prevention

PROJECT PERIOD: October 1, 2011 through
September 30, 2017

CONTRACT PERIOD: October 1, 2015 through
September 30, 2016

CONTRACT AMOUNT: \$TBD

**STATE OF IOWA DEPT. OF ADMINISTRATIVE
SERVICES VENDOR #:** insert contractor's vendor #

CONTRACTOR Name and Address:

Insert Contractor's legal name and address

CONTRACT ADMINISTRATOR INFORMATION:

NAME/TITLE:

PHONE:

FAX:

E-MAIL:

For and on behalf of the Contractor:

By _____

Insert Contractor Name

Special Conditions for Contract # 5886AO##

Article I- Identification of Parties:

This contract is entered into by and between the Iowa Department of Public Health (hereinafter referred to as the Department) and the Contractor, as identified on the contract face sheet.

Article II - Designation of Authorized State Official:

[Brenda Dobson](#), [Interim](#) Director, Division Health Promotion and Chronic Disease Prevention is the Authorized State Official for this contract. Any changes in the terms, conditions, or amounts specified in this contract must be approved by the Authorized State Official. Negotiations concerning this contract should be referred to Bruce Brown (515) 281-7094.

Article III - Designation of Contract Administrator:

[Insert Name](#) has been designated by the Contractor to act as the Contract Administrator. This individual is responsible for financial and administrative matters of this contract. Negotiations concerning this contract should be referred to: [insert name](#); telephone (); [email address](#).

It is the Contractor's sole responsibility to ensure appropriate individual(s) have registered within IowaGrants. The Contractor acknowledges that all assigned individuals to the Grant Tracking site have full rights (add, modify, and delete) for all Grant Tracking components including contractual forms, reporting forms, and claims submission.

The Contract Administrator designates ([insert name](#)) as the Grantee Contact in IowaGrants (www.IowaGrants.gov) who shall regulate and assign access of appropriate individuals to this grant site.

Article IV – Key Personnel for Project Implementation:

The following individual(s) shall be considered key personnel for purposes of fulfilling work and services of this contract:

Department Personnel

Name	Title	
Brenda Dobson	Bureau Chief	brenda.dobson@idph.iowa.gov
Jill Lange	State WIC Director	jill.lange@idph.iowa.gov
Bruce Brown	Program Contract Manager	bruce.brown@idph.iowa.gov

Contractor Personnel

Name	Title	
	WIC Coordinator	
	WIC Fiscal Manager	

The Contractor shall notify the department in writing within ten (10) working days of any change of Key Personnel.

Article V - Statement of Contract Purpose:

The purpose of this contract is to provide health services at the community level for the Special Supplemental Nutrition Program for Women, Infants and Children (WIC). It is expected that the CONTRACTOR will:

1. Have the capacity to provide quality WIC services.
2. Maintain and advance integration of public health services.
3. Maintain and advance the delivery of essential services and core public health functions.
4. Build stronger relationships with community partners.

Article VI - Description of Work and Services:

In compliance with the Department approved work plan for FY16 the Contractor shall:

1. Provide WIC services in compliance with 641 Iowa Administrative Code Chapter 73, and the Iowa WIC Program Policy and Procedure Manuals. Services include:
 - a. Determination of participant eligibility and certification.
 - b. Provision of nutrition education and counseling.
 - c. Breastfeeding promotion and support.
 - d. Distribution of WIC Supplemental food checks.
 - e. Farmers market coupon distribution.
 - f. Outreach to increase participation.
 - g. Outreach to other service providers.
 - h. Referrals to other health and social service programs.
2. Conduct WIC outreach strategies and submit mid-year and year-end progress reports.
 - a. CONTRACTOR is expected to make progress on any outreach strategies outlined in the approved plan. If outreach strategies must be modified, the DEPARTMENT shall approve all CONTRACTOR strategies and revisions prior to implementation.
3. Conduct breastfeeding and nutrition education action plans and submit year-end progress reports.
 - a. The CONTRACTOR must submit quarterly or mid-year progress reports if requested by the DEPARTMENT.
 - b. CONTRACTOR is expected to make progress on any action plans outlined in the approved plans. If action plans must be modified, the DEPARTMENT shall approve all CONTRACTOR strategies and revisions prior to implementation.
4. Action plans, outreach plans, and quality improvement projects may be modified at the request of the DEPARTMENT or CONTRACTOR. The DEPARTMENT shall approve all CONTRACTOR work plans and revisions prior to implementation.
5. Conduct quality improvement activities by having a designated staff member regularly reviewing all components of the local WIC program including but not limited to staff interactions with participants, food instrument issuance, data quality, and participant records. Any issues identified and measures to correct must be included in the annual report.
6. Maintain personnel with specific qualifications or credentials to perform tasks required for certifying participants and providing program benefits. Must meet minimum personnel requirements as outlined in Iowa WIC Program Policy Section 310.
7. The CONTRACTOR shall link with the local board of health (LBOH) when providing services supported by DEPARTMENT funding. In particular, WIC CONTRACTORS are expected to assist the LBOH in carrying out the three core functions of public health (assessment, policy development and assurance) as defined in 641 IAC 77.3 (137). Examples of linking with the LBOH include, but are not limited to:
 - a. Provide WIC data and provide assistance to the LBOH for the purposes of assessing and analyzing the health status of the community.

- b. Submit reports to the LBOH on the effectiveness, accessibility, and quality of WIC services provided.
 - c. Include the LBOH in establishing policies and plans associated with the WIC services provided. This can be accomplished by establishing a liaison between the CONTRACTOR and the LBOH or by attending regular meetings of the LBOH.
 - d. Educate the LBOH about the WIC services provided and work with the LBOH to identify target populations in need of the services provided.
 - e. Be active in the Community Health Needs Assessment and Health Improvement Plan (CHNA&HIP) process.
 - f. Provide the LBOH expert input on WIC services provided and how those services relate to the health priorities of the community and the health improvement plans to address those priorities.
8. CONTRACTORS and their subcontractors shall comply with USDA and DEPARTMENT policies and procedures to protect client confidentiality and assure security of the client information, including electronic files. The Health Insurance Portability and Accountability Act of 1996 (HIPPA) does not apply to or require compliance by the Iowa WIC Program.
9. CONTRACTORS must at a minimum have Windows 7, service pack and current updates or higher and Internet Explorer 8.0 or higher. Windows XP operating system is no longer supported.
- a. All agency executive directors, WIC program coordinators and lead staff in a split agency must have individual e-mail addresses with the capacity to send and receive electronic communications (e-mail and attachments). All agency staff using IWIN must have the ability to use local agency e-mail to contact the WIC state office. This can be a group or individual e-mail address. Local agency staff is not allowed to e-mail the state WIC office with personal e-mail accounts from state owned computers.
 - b. All WIC offices (including split offices within one agency) must maintain high-speed Internet access.
 - c. All WIC clinics must maintain Internet access.
 - d. IWIN Computer/Installation Requirements include the following:
 - Internet Connection:
 - Minimum: Bandwidth 1.5mb
 - Recommended: 12mb Cable modem, 7mb DSL modem, cellular (1.5mb or higher, or 4G (cellular).
 - Hardware Requirements:
 - Minimum: Pentium Dual Core 2.6 GHz Processor, 2 GB of RAM, 80 GB Hard drive
 - Recommended: Pentium I5 2GHZ or greater processor, 4 GB of RAM or greater, 160 GB Hard drive or greater
 - Windows Operating System:
 - Minimum: Windows 7 and current updates
 - Recommended: Windows 7 and current updates
 - Required Software:
 - Anti-virus software
 - Latest version of Adobe Reader and Internet Explorer
 - Microsoft .NET Framework 1.1 with all service packs and security updates
 - Microsoft .NET Framework 4.0 or higher.
10. IDPH-provided security software (Lumension) is required on ALL computers\devices running the Focus suite of applications.
- a. IDPH-provided computers/devices will come with security software preinstalled and configured. The security software shall be set for automated reporting to IDPH. Only

approved software will be allowed to run on IDPH-provided computers\devices utilizing the Focus suite of applications. An application whitelist will be used to secure endpoints involved in EBT processing including devices with card readers and pin pads. IDPH shall monitor for and investigate attempts to install non-approved software.

- b. Computers/devices supplied by a local agency or other third party entity running the Focus suite of application must be approved by IDPH. Local agency and third party computers/devices must run the security software (Lumension). Installation of the Focus software allows for continuous monitoring by IDPH. IDPH may contact a local agency in response to alerts generated by the security software.
- c. IDPH reserves the right to remove computers/devices that are not secure from Focus application participation without notice. Tampering with security software settings is prohibited. At no time shall EBT related components including devices with card readers and pin pads, be attached to computers/devices supplied by a local agency or other third party entity. Strong passwords shall be used with all computers/devices running the Focus application.
- d. Focus application participants shall notify IDPH of the loss or theft of computers\devices within 24 hours of the discovery of the loss or theft. Computers\devices supplied by a local agency, or other 3rd party entity, shall be wiped using a DoD approved process when no longer used with the Focus application. All staff using the Focus application shall complete the Securing the Human security awareness training annually.
- e. All agency staff, sub-contractors and others that access state systems must complete security awareness training annually.
- f. All clinics must be connected to the internet to meet the eWIC online system and Focus requirements.

Article VII – Performance Measure

A performance measure is a quantitative contractual outcome that demonstrates a CONTRACTOR’S progress toward a defined target. An incentive or disincentive may be applied to reward or penalize a CONTRACTOR’S performance.

1. CRITERION: The CONTRACTOR’S actual cumulative WIC participation rate.
2. DATA SOURCE & TIME PERIOD: Actual cumulative WIC participation rate is calculated by the Iowa WIC data system for the time period October 1, 2015 to June 30, 2016.
3. EVALUATION: The CONTRACTOR’S actual cumulative WIC participation exceeds the CONTRACTOR’S assigned cumulative WIC participation during the time period.
4. TARGET: The CONTRACTOR’S assigned cumulative participation rate from October 1, 2015 to June 30, 2016 is established at _____ participants (_____ participants per month).
5. INCENTIVE: If the CONTRACTOR’S actual cumulative WIC participation rate from October 1, 2015 through June 30, 2016, exceeds the assigned cumulative WIC participation rate by at least 3.0 percent, this will result in an incentive according to the following tiered schedule:

Percent* actual cumulative participation exceeds assigned cumulative participation from October 1, 2015 to June 30, 2016	Incentive Amount
≤ 2.9%	\$0
3.0 % to 4.9%	\$4,000
5.0% to 6.9%	\$6,000
7.0% to 9.9%	\$8,000
≥ 10.0%	\$10,000

* Rounded to tenths

Article VIII - Reports:

The Contractor shall complete and submit the following reports in the grant site located in IowaGrants.

Progress Reports	Form Type	Date Due
Mid-year Outreach Report	Unspecified	March 28, 2016
Remittance of interest earned report on any contract advance (if applies)	Quarterly	45 days following the end of the quarter
Breast pump report	Quarterly	45 days following the end of the quarter
Equipment Acquisition Report	Unspecified	45 days following the month of expenditure
Clinic Calendar and Clinic Services Table Reports	Unspecified	Upon approved change of any clinic schedule
Year-end Progress Report	Unspecified	November 15, 2016
Expenditure Report	Monthly	45 days following the month of expenditure

Article IX - Budget:

Direct Cost BUDGET CATEGORY	Grant Administration	Grant Client Service	Grant Nutrition Education	Grant Breastfeeding	Total Costs Charged to WIC Grant funds
SALARIES and FRINGE					
SUBCONTRACTED PROVIDERS					
EQUIPMENT					
OTHER					
DIRECT COST SUB-TOTAL					
TOTAL					
BREAST PUMP EXPENDITURES					
CONTRACT TOTAL					
PERCENT OF TOTAL (excluding breast pumps)					

1. The CONTRACTOR agrees to expend a minimum of 20 percent of total WIC funds on nutrition education, including a minimum of 3 percent of WIC funds spent for breastfeeding promotion. No

more than 97 percent of the grant funds will be paid for expenditures other than breastfeeding promotion and no more than 80 percent of the budget will be paid for expenditures other than nutrition education and breastfeeding promotion.

2. Variance in existing direct cost budget line amounts is allowed up to a maximum of 10% of the contractual amount on a cumulative basis not to exceed the contractual total. Budget line changes that exceed the maximum 10% on a cumulative basis require written authorization by the Department. Anticipated expenditures against a budget line not approved require a written request for a contract amendment.
3. In order to make maximum use of food monies, the DEPARTMENT reserves the right to reallocate WIC caseload authorization as deemed necessary. The CONTRACTOR agrees to maintain caseload levels at or above the minimum level assigned by the DEPARTMENT unless authorized otherwise by the DEPARTMENT.
4. The CONTRACTOR shall receive written approval from the DEPARTMENT prior to spending the final three (3) percent of the funds awarded.

Article X - Payments:

1. The Contractor shall complete and submit a monthly claim in the grant site located in [IowaGrants](#) within 45 days of the month of expenditures.
2. The Department provides contractual payments on the basis of reimbursement of actual expenses in accordance with Iowa Code 8A.514.
3. The Department will **not** reimburse travel amounts in excess of limits established by Iowa Department of Administrative Services.
 - a. Instate maximum allowable amounts for food are \$8.00/breakfast, \$12.00/lunch and \$23.00/dinner; lodging maximum \$83 plus taxes per night and mileage maximum of \$0.39 per mile.
 - b. Out of state maximum allowable amounts for meals are available upon request. There is no restriction on airfare or lodging but the incurred expenditures are to be reasonable.
4. Final payment may be withheld until all contractually required reports have been received and accepted by the Department. At the end of the contract period, unobligated contract amount funds shall revert to the Department.
5. The DEPARTMENT agrees to reimburse the CONTRACTOR for the purchase of breast pumps in accordance with WIC Policy and Procedure 315.40. Reimbursement for the purchase of breast pumps is in addition to the contract amount.

Article XI – Additional Conditions

1. The approved application from the CONTRACTOR, and any subsequent resubmitted materials, which have been approved by the DEPARTMENT, are integral documents of this contract.
2. The CONTRACTOR agrees to comply with the provisions in accordance with the Code of Federal Regulations 7 CFR 246.6 Subpart B including:
 - a. Complies with all the fiscal and operational requirements prescribed by the State agency pursuant to this part, 7 CFR part 3016, the debarment and suspension requirements of 7 CFR part 3017, if applicable, the lobbying restrictions of 7 CFR part 3018, and FNS guidelines and instructions, and provides on a timely basis to the State agency all required information regarding fiscal and Program information;
 - b. Has competent professional authorities on staff to perform the certification procedures and attesting to the applicant's eligibility for WIC services a minimum of .50 FTE for licensed

dietitians per 1,000 assigned WIC caseload. This includes the time licensed dietitians spend in certification activities as well as nutrition education to provide services for high risk WIC participants;

- c. Informs participants of the health services which are available and makes available appropriate health services to participants;
- d. Has a plan for continued efforts to make health services available to participants at the clinic or through written agreements with health care providers when health services are provided through a referral;
- e. Prohibits smoking in the space used to carry out the Iowa WIC Program during the time any aspect of WIC services are performed;
- f. Provides nutrition education services to participants, in compliance with Sec. 246.11 and USDA Food and Nutrition Services (FNS) guidelines and instructions;
- g. Implements a food delivery system prescribed by the DEPARTMENT pursuant to Sec. 246.12 and approved by USDA FNS;
- h. Maintains complete, accurate, documented and current accounting of all WIC program funds received and expended and makes these records available for DEPARTMENT and USDA FNS review and audit.
- i. Maintains on file and has available for review and audit all required documents; and
- j. Does not discriminate against persons on the grounds of race, color, national origin, age, sex or handicap; and compiles data, maintains records and submits reports as required to permit effective enforcement of the nondiscrimination laws.

3. Any changes in the CONTRACTOR'S program operations must be submitted in writing to the DEPARTMENT for approval prior to the change.

4. Subcontracts shall comply with the DEPARTMENT'S General Conditions section for Procurement Standards and Subcontracting. Additionally, the subcontractor is prohibited from any further subcontracting. Subcontracts will comply with WIC Policy 315.58 and shall contain a USDA nondiscrimination clause and nondiscrimination statement.

5. In areas where the DEPARTMENT contracts with more than one agency to deliver services to women and children, those agencies must cooperate in the provision and coordination of those services. The DEPARTMENT reserves the right to require written evidence of such cooperation in the form of minutes of meetings of the affected agencies or other requested documentation.

6. Any CONTRACTOR providing public immunizations shall follow the Immunization Registry Information System (IRIS) protocol.

7. The CONTRACTOR shall participate in the local implementation of Early ACCESS, (U.S. Department of Education, Individuals with Disabilities Education Act, amendments of July 1997, P.L. 105-17, Part C, Early Intervention Program for Infants and Toddlers with Disabilities and Iowa Administrative Rules for Early ACCESS Integrated System of Early Intervention Services) to all infants or toddlers under the age of three years who have a condition or disability that is known to have a high probability of later delays if early intervention services were not provided, OR if a child is already experiencing a 25 percent delay in one or more areas of development.

8. An authorized representative of the CONTRACTOR shall attend required meetings as scheduled by the Iowa WIC Program. In addition, the DEPARTMENT may require attendance by an authorized representative of the CONTRACTOR at additional meetings if an emergency should warrant such a meeting.

9. Any CONTRACTOR having employees at risk of exposure to bloodborne pathogens shall comply with the bloodborne pathogen standards published December 6, 1991, in the Federal Register by the United States Occupational Safety and Health Administration (OSHA) and any publications thereafter. The CONTRACTOR is responsible for assuring compliance with all applicable OSHA requirements. Any CONTRACTOR conducting laboratory testing in the provision of services under this contract shall be certified and in substantial compliance with the Clinical Laboratory Improvement Amendments of 1988 and subsequent amendments as required by the Centers for Medicaid and Medicare (CMS).

10. In the event that a contract is not awarded for the next contract period, the DEPARTMENT will notify the CONTRACTOR at least 30 days prior to the termination date of the contract. At that time, arrangements will be made for the CONTRACTOR to meet with DEPARTMENT personnel and the new awardees to develop and agree to a plan for the contract transition/termination. This plan will include, but is not limited to, transfer of state owned equipment (as described in the General Conditions of this contract), client records, and other materials as deemed essential to the completion of this contract.

11. The CONTRACTOR shall respond to surveys and conduct data collection activities administered by the DEPARTMENT.

12. The CONTRACTOR shall prepare an electronic pdf copy of the Summary of Insurance for: Professional Liability, Property, Casualty, Fidelity, Bonding, and Officers and Directors coverage to the Department no later than November 10, 2015.

13. The CONTRACTOR shall submit a financial audit to the Department Auditor no later than 150 days after the CONTRACTORS fiscal year end. To be submitted with the audit is a copy of the separate letter to management addressing non-material findings, if provided by the auditor.

14. The CONTRACTOR shall provide written notification of assurance of current licensure for new hire or change of licensed professional staff within 10 days of hire.

15. The CONTRACTOR shall include the following nondiscrimination statement and Civil Rights complaint procedure on all outreach materials (other than nutrition education materials) such as leaflets, brochures, bulletins, news media PSA's, WebPages, etc, as well as, on all application/certification materials.

The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).

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employer.

When materials are one page or less long or are too small to permit the full statement, use the following abbreviated version:

English

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16. The CONTRACTOR will not discriminate against persons on the grounds of race, color, national origin, sex, age or disability. In the event of a nondiscrimination complaint, The CONTRACTOR will

compile data, maintain records and submit reports as required to permit effective enforcement of the non-discrimination laws per Section 246.6(b)(10) of the WIC Regulations.

17. The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

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